

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property)	
In Columbia City and St. Helens, Oregon)	ORDER NO. 47-2016
to Community Action Team, Inc.)	
Tax Map ID No. 5N1W28-AC-03400 and)	
Tax Map ID No. 5N1W33-DD-8000)	

WHEREAS, two parcels of improved real property in Columbia County, Oregon, which have been assigned Tax Account Numbers 14412, located at 1805 Fifth Street, Columbia City, Oregon and 13640, located at 344 N. 10th Street, St. Helens, Oregon, (the "Properties"), were foreclosed upon for non-payment of ad valorem real property taxes in Columbia County v. Burum, Mary K, et al., Columbia County Circuit Court Case No. 08-2646; and

WHEREAS, General Judgment was entered in Columbia County v. Burum, Mary K, et al., on October 22, 2008, nunc pro tunc October 9, 2008, and the Properties were conveyed to Columbia County on October 11, 2010 by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2010-008427; and

WHEREAS, the Properties are generally depicted on Exhibits "1-A" and "1-B" hereto, and more specifically described in the Transfer Agreement (the "Agreement"), which is attached hereto as Exhibit "2" and is incorporated herein by this reference; and

WHEREAS, ORS 271.330(2) authorizes the County, to relinquish title to any of its property to a qualifying nonprofit corporation for, among other things, the purpose of providing low income housing; and

WHEREAS, Community Action Team, Inc. ("CAT") is a qualifying nonprofit corporation dedicated to addressing low-income housing needs in Columbia County and has requested that the Properties be transferred to it for said purpose; and

WHEREAS, if the Properties are transferred to CAT pursuant to ORS 271.330(2), the Properties will be refurbished and made available for low income housing purposes in accordance with CAT's low income housing policies and procedures; and

WHEREAS, the County has incurred or will incur, certain property management and administrative costs associated with the Properties, which CAT has agreed to reimburse as part of the property transfer process; and

WHEREAS, CAT deposited Twenty-Five Thousand Three Hundred dollars (\$25,300) with the County as a demonstration of its good faith intention to accept transfer of the Properties; and

WHEREAS, the amount of actual administrative costs equals Six Thousand dollars (\$6,000); and

WHEREAS, CAT is entitled to return of Nineteen Thousand Three Hundred dollars (\$19,300) of the original deposit at closing; and

WHEREAS, the County held a hearing on September 7, 2016, to hear objections to the intended transfer, and no objections were heard; and

WHEREAS, the County published notice of hearing on August 31, 2016, related to the County's intention to transfer the Properties in the Chronicle, a newspaper of general circulation in the County for two successive weeks, a copy of which is attached hereto as Exhibit "3"; and

WHEREAS the Board finds that it would be in the public interest that the Properties be conveyed to CAT for low income housing purposes; and

WHEREAS, pursuant to ORS 271.330(5), after the transfer, the interests of the State or any political subdivision in the Properties on account of uncollected taxes, liens or assessments are extinguished, and the County is relieved of the necessity to account for uncollected taxes, liens or assessments;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.330(2), the Board of County Commissioners authorizes the Properties to be transferred to Community Action Team, Inc.
2. The Board of County Commissioners entered into a Nonprofit Transfer Agreement with CAT dated September 28, 2016, which is incorporated herein.
3. The Board of County Commissioners will transfer the Properties by Quitclaim Deed in a form substantially the same as Exhibits A-1 and A-2 to the attached Nonprofit Transfer Agreement.
4. The fully executed Quitclaim Deed for each property shall be recorded in the County Clerk deed records by Columbia County.
5. The County shall issue a refund to Community Action Team, Inc., in the amount of Nineteen Thousand, Three Hundred Dollars (\$19,300) to be paid at closing.

6. After the transfer, the County is relieved of the necessity to account for uncollected taxes, liens or assessments in the Properties.

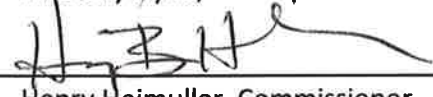
DATED this 21st day of December, 2016.

Approved as to form:

By: 
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
Anthony Hyde, Chair

By: 
Henry Heimuller, Commissioner

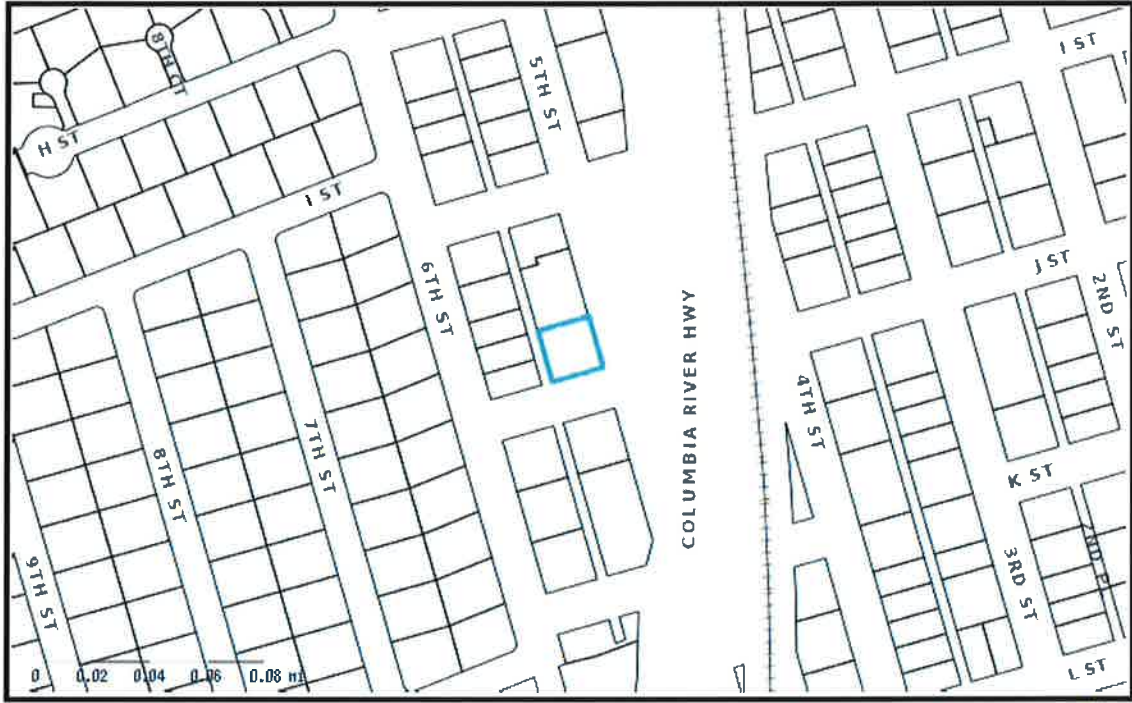
By: 
Earl Fisher, Commissioner

EXHIBIT 1-A

Tax Map ID No. 5N1W28-AC-03400

Tax Account No. 14412

1805 Fifth Street, Columbia City, Oregon



Columbia County



Columbia County Web Maps

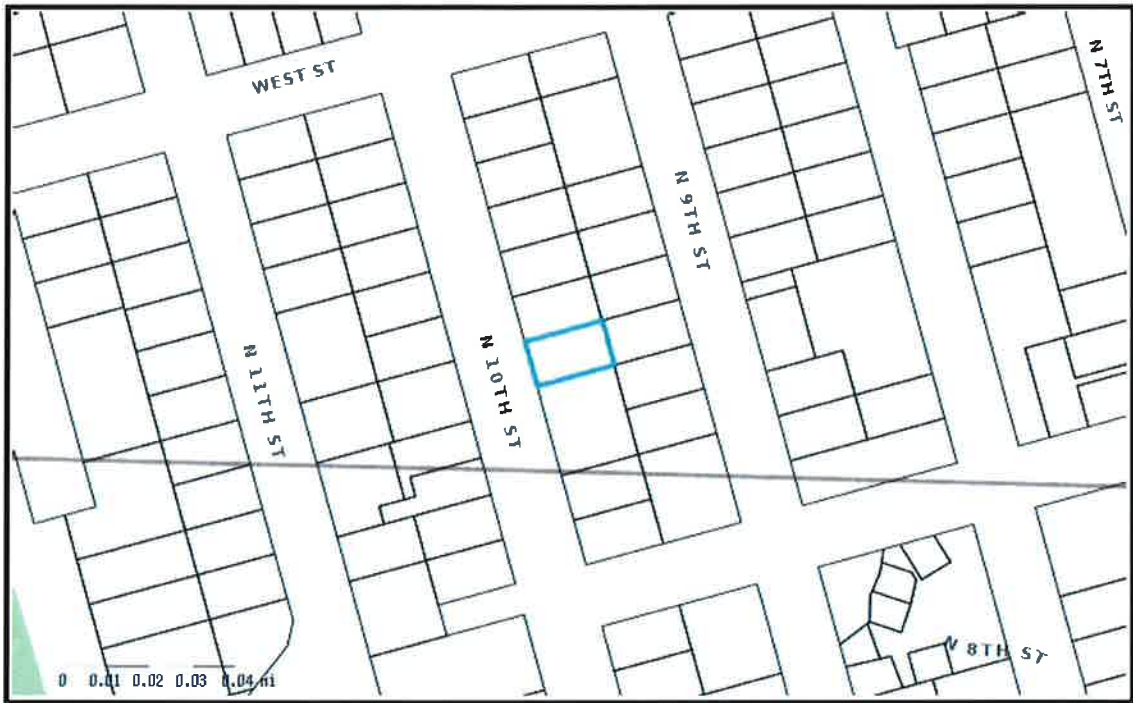
Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

GeoInfo

Tax Map ID No. 5N1W33-DD-8000

Tax Account No. 13640

344 N. 10th Street, St. Helens, Oregon



Columbia County



Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

GeoInfoCore

NONPROFIT TRANSFER AGREEMENT

Dated: September 28, 2016

BETWEEN **COLUMBIA COUNTY**, a political subdivision
of the State of Oregon ("County")

AND **COMMUNITY ACTION TEAM**, an Oregon
Nonprofit Corporation ("CAT")

Collectively referred to as "the Parties" herein.

RECITALS

WHEREAS, two parcels of improved real property in Columbia County, Oregon, which have been assigned Tax Account Numbers 14412 and 13640, respectively (the "Properties"), were foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County v. Burum, Mary K, et al.*, Columbia County Circuit Court Case No. 08-2646; and

WHEREAS, General Judgment was entered in *Columbia County v. Burum, Mary K, et al.*, on October 22, 2008, nunc pro tunc October 9, 2008, and the Properties were conveyed to Columbia County on October 11, 2010, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2010-008427; and

WHEREAS, said Properties are currently assigned Tax Map ID No's 5N1W28-AC-03400 and 5N1W33-DD-8000, and are located at 1805 5th Street, Columbia City, Oregon and 344 N 10th Street, St. Helens, Oregon, respectively; and

WHEREAS, ORS 271.330(2) authorizes the County, to relinquish its title to the Properties to a qualifying nonprofit corporation for, among other things, the purpose of low income housing; and

WHEREAS, CAT is a qualifying nonprofit corporation dedicated to addressing low-income housing needs in Columbia County and has requested that the Properties be transferred to it for said purpose; and

WHEREAS, if the Properties are transferred to CAT pursuant to ORS 271.330(2), the Properties will be refurbished and made available for low income housing purposes in accordance with CAT's low income housing policies and procedures; and

WHEREAS, the County has incurred, or will incur, certain property management and administrative costs associated with the Properties, which CAT has agreed to reimburse as part of the property transfer process; and

WHEREAS, the Board finds that it would be in the public interest that the Properties be conveyed to CAT for low income housing purposes; and

WHEREAS, CAT has deposited \$25,300 with the County as a demonstration of its good faith intention to accept transfer of the Properties; and

WHEREAS the County intends to refund \$19,300 of the original deposit, retaining the remaining \$6,000 as the full deposit due under this Agreement; and

WHEREAS, the Columbia County Board of Commissioners has agreed to transfer the Properties to CAT on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, CAT agrees to accept, and County agrees to transfer the Properties on the following terms.

1. Cost Reimbursement. CAT agrees to reimburse the County for certain property management costs, which would have been reimbursed through the sale of the Properties. Said costs include, but are not limited to initial site security costs, along with ongoing property and yard maintenance. The Parties stipulate that said costs are equal to \$5,000.00.

2. Transfer Fees. CAT agrees to reimburse the County for costs that are directly related to the transfer of the Properties to CAT, with said costs including, but not limited to, public notice, hearing, document preparation and recording fees. The Parties stipulate that said fees are equal to \$1,000.00.

3. Condition of Properties and Title.
 - A. CAT shall acquire the Properties "AS IS" with all faults.
 - B. County shall convey the Properties without warranty through quitclaim deeds in substantially the same form as Exhibits A-1 and A-2 (the "Quitclaim Deeds").
 - C. The sale of the Properties is subject to any liens, easements and encumbrances of record.
 - D. The Quitclaim Deeds will reserve to County:
The mineral and associated rights specifically provided for in Exhibit A-1 and A-2; and, if applicable, all rights to any County, public, forest C.C.C. roads.
 - E. CAT shall rely on the results of inspections and investigations completed by CAT, and not upon any representation made by the County.

4. County's Conditions to Closing. County's obligation to transfer the Properties is conditioned upon the following, unless otherwise specified or waived by County in its sole discretion:
 - A. CAT demonstrates to the satisfaction of the County that it is a qualifying non-profit corporation as defined in ORS 271.330(2)(b)(A).

- B. The County has refunded \$19,300.00 of CAT's original deposit on or before the date that the transfer is closed as provided for in Section 8 herein; and
- C. CAT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THIS AGREEMENT OR THE PROPERTIES, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT COUNTY MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF CAT, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF CAT'S USE OR POSSESSION OF THE PROPERTIES, THE SALE OR RENT THEREOF, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTIES. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.
- D. CAT will use the Properties for the purpose of providing low-income housing.

CONDITIONS 4.C AND 4.D. WILL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

- 5. CAT's Condition to Closing. CAT's obligation to accept the Properties is conditioned upon the following, unless otherwise specified or waived by CAT in its sole discretion: CAT may conduct a public records search and/or an environmental assessment or other inspection of one or both Properties, which shall be paid for by CAT and results of such studies or analyses must be acceptable in all respects to CAT. It shall be a condition to Closing that the results of such studies or analysis are acceptable to CAT in its sole discretion. CAT may engage consultants or engineers of CAT's choosing to conduct site studies of the Properties as CAT deems necessary. CAT and its agents shall have the right to enter the Properties at reasonable times before Closing to make such tests, inspections, studies, and other investigations as CAT may require, at CAT's risk and expense. CAT shall provide evidence of acceptable liability insurance coverage prior to entering upon the Properties upon request of the County. CAT shall indemnify and hold the County and the Properties harmless from any loss, damage, lien, or claims arising out of such tests, inspections, studies, or other investigation. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the deed. However, CAT shall have no obligation to indemnify County related to any existing condition discovered during an inspection. CAT shall provide County with copies of all reports produced pursuant to this Section.
- 6. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 or 5, above, are not timely satisfied or waived by the Closing Date, for a reason other than the default of the CAT or the County under this Agreement, this Agreement, the escrow, if any, and the rights and obligations of the CAT and the County shall terminate and the Parties shall have no remaining obligations to one another.
- 7. Default; Remedies. Nothing in this Agreement is intended to require County to transfer the

Properties to CAT. County shall be entitled to decline to transfer the Properties at any time before the closing documents are signed.

8. Closing of Transfer. CAT and County intend to close the transfer by October 31, 2016 (the "Closing Date"), with the actual time and date of closing ("the Closing") to be set by County once CAT has notified County that CAT is prepared to close. The sale shall be "Closed" when the Quitclaim Deeds are recorded by the County.
9. Closing Costs; Prorates. Reserved.
10. Possession. CAT shall be entitled to exclusive possession of the Properties at the time the transfer is Closed in accordance with Section 8 above.
11. General Provisions.
 - A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

The notice addresses are as follows:

FOR COUNTY:
 Board of County Commissioners
 c/o Board Office Administrator
 230 Strand, Room 318
 St. Helens, OR 97051

FOR CAT:
 Casey Mitchell
 125 N. 17th Street
 St. Helens, OR 97051

- B. Assignment. Neither party may assign this Agreement.
- C. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.
- D. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A-1 and A-2 – Quitclaim Deeds.
- E. CAT Representations and Warranties. CAT representations and

warranties shall survive Closing and shall not merge with the deed.

- i. The CAT has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
- ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the CAT in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
- iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the CAT has the legal power, right, and actual authority to bind the CAT in accordance with their terms.
- iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the CAT is a party.
- v. CAT is a qualifying non-profit corporation as defined in ORS 271.330(2)(b)(A).

- F. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- G. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- H. No Third Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- I. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a

duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

- J. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTIES AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTIES. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- K. STATUTORY DISCLAIMERS. "THE PROPERTIES DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTIES ARE SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTIES ARE SUBJECT TO ORS 358.505 THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS


FOR CAT:



[Signature]

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: 

Anthony Hyde, Chair

Date: 9/28/14

Approved as to form:

By: 

Office of County Counsel

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Community Action Team
125 N. 17th Street
St. Helens, OR 97051

Until a change is requested, all tax statements shall
be sent to Grantee at the above address.

**EXHIBIT A-1
To Transfer
Agreement**

Tax Map ID No. 5N1W28-AC-03400

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Community Action Team, Inc., an Oregon nonprofit corporation, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 5N1W28-AC-03400 and Tax Account No. 14412, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$3,000.00 and other mutual benefits and consideration received.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This Properties are conveyed AS-IS without covenants or warranties, subject to any liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said Properties, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the Properties, are specifically excepted, reserved and retained for the benefit

of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No.47-2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ____, Page ____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____

Anthony Hyde, Chair

By: _____

Office of County Counsel

STATE OF OREGON)

)

ss.

ACKNOWLEDGMENT

County of Columbia)

This instrument was acknowledged before me on the ____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

**EXHIBIT A
(to Quitclaim Deed)**

**Tax Account No. 14412
Tax Map ID No 5N1W28-AC-03400**

[LEGAL DESCRIPTION HERE]

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

Community Action Team
125 N. 17th Street
St. Helens, OR 97051

Until a change is requested, all tax statements shall
be sent to Grantee at the above address.

**EXHIBIT A-2
To Transfer
Agreement**

Tax Map ID No. 5N1W33-DD-8000

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Community Action Team, Inc., an Oregon nonprofit corporation, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 5N1W33-DD-8000 and Tax Account No. 13640, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is \$3000.00 and other mutual benefits and consideration received.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This Properties are conveyed AS-IS without covenants or warranties, subject to any liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said Properties, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the Properties, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 47-2016 adopted on the ___ day of _____, 2016, and filed in Commissioners Journal at Book ___, Page ___.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
)
County of Columbia) ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

**EXHIBIT A
(to Quitclaim Deed)**

**Tax Account No. 13640
Tax Map ID No 5N1W33-DD-8000**

[LEGAL DESCRIPTION HERE]

CH16-0492
BEFORE THE
BOARD OF COUNTY
COMMISSIONERS
FOR COLUMBIA
COUNTY, OREGON

In the Matter of the
Transfer of Certain Real
Property Acquired by
Columbia County to
Community Action Team
for Low Income Housing
Purposes

**PUBLIC NOTICE
TRANSFER OF
COUNTY
PROPERTY**

The Board of County
Commissioners for
Columbia County,
Oregon, will hold a public
hearing on Wednesday,
September 7, 2016, at
or after 10:00 a.m. in
the Board of County
Commissioners' Meeting
Room, Room 308,
230 Strand Street, St.
Helens, Oregon.

The purpose of the
hearing is to consider
any objections to the
transfer of two parcels of
property to Community
Action Team, Inc. for
low income housing
purposes pursuant to
ORS 271.330(2). The
first parcel is located at
344 N. 10th Street, St.
Helens, Oregon, and is

identified as Tax Map ID
No. 5N1W33-DD-8000,
Tax Account no. 13640.
The second parcel is
located at 1805 5th
Street, Columbia City,
Oregon, and is identified
as Tax Map ID NO.
5N1W28-AC-03400, Tax
Account No. 14412.

After the hearing,
the Board of County
Commissioners may, in
its discretion, proceed
with the transfer. After
the transfer the interests
of the state or any
political subdivision in
the land on account of
uncollected taxes, liens
or assessments are
extinguished, and the
County is relieved of the
necessity to account for
uncollected taxes, liens
or assessments.

Additional information
about the two parcels is
available by contacting
the Board's Office
Administrator at 503-
397-4322.

Dated this 15th day of
August, 2016.

BOARD OF COUNTY
COMMISSIONERS
FOR COLUMBIA
COUNTY, OREGON
By:
Anthony Hyde,
Chair

**AFFIDAVIT
OF
PUBLICATION**

COUNTY OF COLUMBIA
STATE OF OREGON SS.

I, Don Patterson, being first duly
sworn, depose and say that I
am The Publisher of The
Chronicle, a newspaper of
general circulation, as defined
by sections ORS 193.010 and
193.020, printed and published
at St. Helens, in the aforesaid
county and state; that the

Columbia County Board of
Commissioners

Public Notice
Transfer of County Property

Public Hearing
September 7, 2016

was published - 1 (one)
successive and consecutive
weeks in the following issues:

August 31, 2016

Don Patterson

Subscribed and sworn before
me this

8th day of September, 2016

